

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
SS00-08-40029  
FEDERAL SUPPLY SCHEDULE**

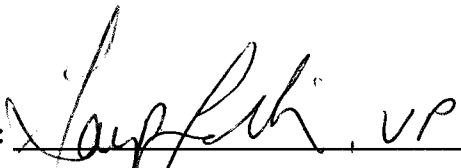
In the spirit of the Federal Acquisition Streamlining Act the SOCIAL SECURITY ADMINISTRATION (SSA) and **Booz Allen Hamilton Inc (BAH)** enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Mission Oriented Business Integrated Services (MOBIS) Schedule Contract Number GS-23F-9755H.

The Schedule contract BPA's eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with GSA FSS contractors in accordance with Federal Acquisition Regulation (FAR) Part 9.6.

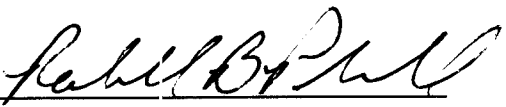
This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures:

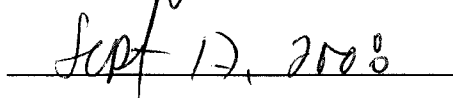
Contractor:

  
Name and title

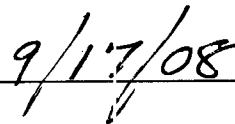
SSA:

  
Contracting Officer, SSA

DATE:



DATE:



## **BLANKET PURCHASE AGREEMENT**

**A.1** Pursuant to GSA MOBIS Schedule number **GS-23F-9755H**, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with The Social Security Administration (SSA):

**A.1.1** Specialized Advisory and Assistance Services: The contractor shall provide a range of information technology related advisory and assistance services, such as: management or strategy consulting; program planning, audits and evaluations; studies, analyses, scenarios, and reports relating to mission-oriented business programs or initiatives. All services provided shall be in accordance with Section B of this agreement and the terms of the Contractor's General Services Administration (GSA), Mission Oriented Business Integrated Services (MOBIS) Schedule Contract Number GS-23F-9755H.

**A.1.2** Delivery and Place of Performance: Support Services provided under this BPA may be performed at the Social Security Administration's Headquarters in Woodlawn, Maryland, the contractor's site, and/or any other location as an individual task or call order may provide for. The delivery timetable shall be identified in the individual call orders placed against a task order issued against this BPA.

**A.1.3** This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases (Calls) actually made under this BPA.

**A.1.4** Professional services labor hour amounts necessary to meet order requirements will be defined prior to issuance through mutual agreement of the parties. Task specific terms, conditions, prices, and periods of performance will be negotiated for each task order prior to services being ordered. Labor hour amounts under this BPA may be ordered in "not to exceed" amounts.

**A.1.5** This BPA will provide advisory and assistance services to multiple SSA component areas over a total potential term of five years. The Government estimates, but does not guarantee that the total value of BPA Calls made by the Government over the full potential term will be approximately **\$50,000,000.00**.

**A.1.6** This BPA expires at the end of the current GSA MOBIS schedule contract period **09/30/2012**. However, orders may be placed against this BPA upon the issuance of an extension to the current GSA MOBIS Schedule contract or for a period up to and including 60 months from the award date of this BPA. In cases where a period of performance spans two contract years with escalating labor rates, the initial rate at time of award shall remain in effect for the entire period of performance.

**A.1.7** The Contracting Officer will place funded Calls against this BPA from the SSA Office of Acquisition and Grants (OAG). No other persons or entities may place orders against this BPA. Unless otherwise agreed to, all deliverables under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information at a minimum:

- Name of contractor;
- BPA number;
- Date of Task Order;

- Task Order Number (BPA “Call” #);
- Period of Performance;
- Current and Cumulative costs; and
- Accounting of direct labor charges by showing labor category, individual name of employee, hours worked (separate columns for regular and overtime hours) and direct loaded labor rate per hour charged for each task order assigned;

**A.1.8** The requirements of a proper invoice are as specified in Section C.14. Invoices shall be submitted to the following address:

If Sent By Mail

Social Security Administration  
Office of Finance  
Post Office Box 47  
Baltimore, Maryland 21235-0047

If Hand carried

Social Security Administration  
Office of Finance  
Customer Service help desk  
2-B-4 East Low Rise Building  
6401 Security Blvd.  
Baltimore, MD 21235-0047

The telephone number of the Supervisor, Administrative Payments Operations Branch is 410-965-0607.

**A.1.9** Taxpayer Identification Number (TIN). To assist the Government in making timely payments pursuant to the requirements of FAR 52.232-25, it is requested that you include your TIN on each invoice. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence. Remittance information associated with EFT payments is now available via the payment advice internet delivery (paid) system on the Department of Treasury's internet site at <http://fms.treas.gov/paid/index.asp>. This site provides an explanation of the system, how it works, security and access information, a user demonstration, and registration information. There is no charge to use the paid system through a link on the site. You may also direct payment inquiries to SSA's Office of Finance, Customer Service help desk at 410-965-0607, send an e-mail to [payment.inquiries@ssa.gov](mailto:payment.inquiries@ssa.gov), or visit its internet site at <http://www.ssa.gov/vendor>. You may also access the paid system through a link on this site.

**A.1.10** Other terms and conditions specific to this BPA and all subsequently issued task orders can be found at Section C of this agreement.



# **Social Security Administration (SSA)**

## **SS00-08-40029**

Blanket Purchase Agreement (BPA) for Specialized  
Advisory and Assistance Services

### **Section A- Introduction and Pricing Tables**

## **A.1 Introduction:**

The contractor shall provide SSA with specialized advisory and assistance services. These services shall include providing expert advice, assistance, and guidance in support of SSA's mission oriented business functions, especially those activities related to the continued and expanding use of Information Technology (I.T.) products and services to meet SSA's growing, complex mission(s). Specific examples of such services include I.T. related management or strategy consulting; program planning, audits and evaluations; studies, analyses, scenarios, and reports relating to mission-oriented business programs or initiatives. The services required under this BPA are described in Section B of the Statement of Work.

The Government will award either a Firm Fixed Price or Labor Hour type Call against this Blanket Purchase Agreement (BPA), with fixed hourly rates, based on the labor categories in the BPA. Labor hour amounts under this BPA may be ordered in "not to exceed" amounts.

## **A.2 Pricing Table**

See Attachment A Pricing Table Section A.2.1 – Section A.2.5

  
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## ATTACHMENT A - BPA PRICING TABLE

SECTION A.2.1 - BPA YEAR 1 - SEPTEMBER 15, 2008 - SEPTEMBER 14, 2009

(b)(4)			(b)(4)		
MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - CONTRACTOR'S SITE	MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - SSA SITE
6	Consultant	\$66.40	6	Consultant	\$66.40
8	Support Staff	\$56.94	8	Support Staff	\$56.94
9	Analyst	\$85.68	9	Analyst	\$85.68
10	Analyst 1	\$115.29	10	Analyst 1	\$115.29
11	Analyst 2	\$158.27	11	Analyst 2	\$158.27
12	Functional Specialist	\$151.25	12	Functional Specialist	\$151.25
13	Functional Specialist 1	\$193.56	13	Functional Specialist 1	\$193.56
14	Functional Specialist 2	\$273.97	14	Functional Specialist 2	\$273.97
15	Management Consultant	\$85.68	15	Management Consultant	\$85.68
16	Management Consultant 1	\$140.68	16	Management Consultant 1	\$140.68
17	Management Consultant 2	\$181.93	17	Management Consultant 2	\$181.93
18	Program Director/Senior Advisor	\$330.01	18	Program Director/Senior Advisor	\$330.01
19	Functional/Subject Matter Expert	\$355.33	19	Functional/Subject Matter Expert	\$355.33
20	Program Manager	\$259.64	20	Program Manager	\$259.64
21	Project Manager	\$230.50	21	Project Manager	\$230.50
22	Senior Task lead	\$224.24	22	Senior Task lead	\$224.24

(b)(4)

MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - CONTRACTOR'S SITE
23	Task Lead	\$166.06

(b)(4)

MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - SSA SITE
23	Task Lead	\$166.06

(b)(4)



SECTION A.2.2 - BPA YEAR 2 - SEPTEMBER 15, 2009 - SEPTEMBER 14, 2010

MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - CONTRACTOR'S SITE
6	Consultant	\$68.92
8	Support Staff	\$59.10
9	Analyst	\$88.93
10	Analyst 1	\$119.67
11	Analyst 2	\$164.28
12	Functional Specialist	\$157.00
13	Functional Specialist 1	\$200.92
14	Functional Specialist 2	\$284.38
15	Management Consultant	\$88.93
16	Management Consultant 1	\$146.02
17	Management Consultant 2	\$188.84
18	Program Director/Senior Advisor	\$342.55
19	Functional/Subject Matter Expert	\$368.83
20	Program Manager	\$269.51
21	Project Manager	\$239.26
22	Senior Task lead	\$232.76
23	Task Lead	\$172.37

(b)(4)

MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - SSA SITE
6	Consultant	\$68.92
8	Support Staff	\$59.10
9	Analyst	\$88.93
10	Analyst 1	\$119.67
11	Analyst 2	\$164.28
12	Functional Specialist	\$157.00
13	Functional Specialist 1	\$200.92
14	Functional Specialist 2	\$284.38
15	Management Consultant	\$88.93
16	Management Consultant 1	\$146.02
17	Management Consultant 2	\$188.84
18	Program Director/Senior Advisor	\$342.55
19	Functional/Subject Matter Expert	\$368.83
20	Program Manager	\$269.51
21	Project Manager	\$239.26
22	Senior Task lead	\$232.76
23	Task Lead	\$172.37

(b)(4)



SECTION A.2.3 - BPA YEAR 3 - SEPTEMBER 15, 2010 - SEPTEMBER 14, 2011

(b)(4)			(b)(4)		
MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - CONTRACTOR'S SITE	MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - SSA SITE
6	Consultant	\$71.54	6	Consultant	\$71.54
8	Support Staff	\$61.35	8	Support Staff	\$61.35
9	Analyst	\$92.31	9	Analyst	\$92.31
10	Analyst 1	\$124.22	10	Analyst 1	\$124.22
11	Analyst 2	\$170.52	11	Analyst 2	\$170.52
12	Functional Specialist	\$162.97	12	Functional Specialist	\$162.97
13	Functional Specialist 1	\$208.55	13	Functional Specialist 1	\$208.55
14	Functional Specialist 2	\$295.19	14	Functional Specialist 2	\$295.19
15	Management Consultant	\$92.31	15	Management Consultant	\$92.31
16	Management Consultant 1	\$151.57	16	Management Consultant 1	\$151.57
17	Management Consultant 2	\$196.02	17	Management Consultant 2	\$196.02
18	Program Director/Senior Advisor	\$355.57	18	Program Director/Senior Advisor	\$355.57
19	Functional/Subject Matter Expert	\$382.85	19	Functional/Subject Matter Expert	\$382.85
20	Program Manager	\$279.75	20	Program Manager	\$279.75
21	Project Manager	\$248.35	21	Project Manager	\$248.35
22	Senior Task lead	\$241.60	22	Senior Task lead	\$241.60
23	Task Lead	\$178.92	23	Task Lead	\$178.92

SECTION A.2.4 - BPA YEAR 4 - SEPTEMBER 15, 2011 - SEPTEMBER 14, 2012

(b)(4)			(b)(4)		
MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - CONTRACTOR'S SITE	MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - SSA SITE
6	Consultant	\$74.26	6	Consultant	\$74.26
8	Support Staff	\$63.68	8	Support Staff	\$63.68
9	Analyst	\$95.82	9	Analyst	\$95.82
10	Analyst 1	\$128.94	10	Analyst 1	\$128.94
11	Analyst 2	\$177.00	11	Analyst 2	\$177.00
12	Functional Specialist	\$169.16	12	Functional Specialist	\$169.16
13	Functional Specialist 1	\$216.47	13	Functional Specialist 1	\$216.47
14	Functional Specialist 2	\$306.41	14	Functional Specialist 2	\$306.41
15	Management Consultant	\$95.82	15	Management Consultant	\$95.82
16	Management Consultant 1	\$157.33	16	Management Consultant 1	\$157.33
17	Management Consultant 2	\$203.47	17	Management Consultant 2	\$203.47
18	Program Director/Senior Advisor	\$369.08	18	Program Director/Senior Advisor	\$369.08
19	Functional/Subject Matter Expert	\$397.40	19	Functional/Subject Matter Expert	\$397.40
20	Program Manager	\$290.38	20	Program Manager	\$290.38
21	Project Manager	\$257.79	21	Project Manager	\$257.79
22	Senior Task lead	\$250.78	22	Senior Task lead	\$250.78
23	Task Lead	\$185.72	23	Task Lead	\$185.72



SECTION A.2.5 - BPA YEAR 5 - SEPTEMBER 15, 2012 - SEPTEMBER 14, 2013

(b)(4)			(b)(4)		
MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - CONTRACTOR'S SITE	MOBIS CLIN	MOBIS LABOR CATEGORY	MOBIS LABOR HOUR UNIT PRICE - YEAR 1 - SSA SITE
6	Consultant	\$76.86	6	Consultant	\$76.86
8	Support Staff	\$65.91	8	Support Staff	\$65.91
9	Analyst	\$99.17	9	Analyst	\$99.17
10	Analyst 1	\$133.45	10	Analyst 1	\$133.45
11	Analyst 2	\$183.20	11	Analyst 2	\$183.20
12	Functional Specialist	\$175.08	12	Functional Specialist	\$175.08
13	Functional Specialist 1	\$224.05	13	Functional Specialist 1	\$224.05
14	Functional Specialist 2	\$317.13	14	Functional Specialist 2	\$317.13
15	Management Consultant	\$99.17	15	Management Consultant	\$99.17
16	Management Consultant 1	\$162.84	16	Management Consultant 1	\$162.84
17	Management Consultant 2	\$210.59	17	Management Consultant 2	\$210.59
18	Program Director/Senior Advisor	\$382.00	18	Program Director/Senior Advisor	\$382.00
19	Functional/Subject Matter Expert	\$411.31	19	Functional/Subject Matter Expert	\$411.31
20	Program Manager	\$300.54	20	Program Manager	\$300.54
21	Project Manager	\$266.81	21	Project Manager	\$266.81
22	Senior Task lead	\$259.56	22	Senior Task lead	\$259.56
23	Task Lead	\$192.22	23	Task Lead	\$192.22



# **Social Security Administration (SSA)**

## **SS00-08-40029**

**Blanket Purchase Agreement (BPA) for  
Specialized Advisory and Assistance Services**

**Section B - Statement of Work**

## **B.1 Introduction**

The purpose of this Blanket Purchase Agreement (BPA) is to establish a contract vehicle between Social Security Administration (SSA) and Booz Allen Hamilton for strategic-level expert advice, assistance, and support of SSA's mission oriented information technology (I.T.) business functions and initiatives. All services provided under the BPA shall be in accordance with Section B of this Agreement and the terms of the Contractor's General Services Administration (GSA), Mission Oriented Business Integrated Services (MOBIS) Schedule Contract Number **GS-23F-9755H**.

Services under this BPA will be provided to multiple programmatic areas within the Social Security Administration that are highly served by the Agency's I.T. infrastructure; including but not limited to, the SSA Offices of Telecommunications Systems Operations (OTSO), Office of Applications and Supplemental Security Income Systems (OASSIS), Office of Disability Systems (ODS), Office of Enterprise Support Architecture & Engineering (OESAE), as well as SSA's Office of Chief Information Officer (OCIO).

## **B.2 Background**

SSA is responsible for administering national social insurance programs and social welfare programs, and for providing operational systems support to other Federal and State agencies. SSA programs provide Retirement, Survivors and Disability Insurance (RSDI) benefits to workers and their dependents or survivors to offset loss of income due to retirement, death, or disability; black lung benefits; and Supplemental Security Income (SSI) payments to the aged, blind and disabled.

SSA also provides support to programs sponsored and administered by other Government agencies including Medicare, Energy and Emergency Assistance, Food Stamps for SSI Recipients, Refugee Assistance Program and the Repatriated Citizens Loan Program.

Social Security touches the lives of all Americans, young and old alike. This year over 17 million people will receive a new or reissued Social Security Card, many of them will be infants. Approximately 163 million workers will work in jobs covered by Social Security' provisions for Retirement, Survivors & Disability benefits, and more than 54 million individuals will receive monthly benefit payments.

We anticipate that the principal business functions of SSA (e.g., assign social security numbers, record annual wages, adjudicate claims for benefits, maintain benefit records, and respond to requests for information) will increase over the next decade due to the influx of over 70 million baby boomers. Because workloads in most critical areas will increase, SSA will continue to rely heavily on increased use of automation. SSA's systems—consisting of hardware, software, databases, and telecommunications networks—will be enhanced to satisfy the need for improved customer support and to achieve long-range Agency objectives. This is particularly true in the Internet environment.

SSA is committed to improve productivity and customer service quality through technical innovation. SSA's deployment of state-of-the-art hardware and software will provide SSA

employees with the tools that will allow them to deliver world-class service to citizens. The hardware and software technologies from which SSA will be able to choose to reengineer and to build the future information systems architecture, presents a major challenge. That challenge will be to select the best combination of hardware and software components that will meet the information systems requirements of the Agency at a reasonable cost.

Contractor services under this BPA will include providing expert advice, assistance, and guidance in support of SSA's mission oriented business functions, especially those activities related to the continued and expanding use of Information Technology (I.T.) products and services to meet SSA's growing, complex mission(s). The primary customers of these services are SSA component offices responsible for the maintenance, development, and evolution of the Agency's information technology and telecommunications capabilities, as well as other offices that perform programmatic functions that are greatly impacted by these capabilities. Below are the customers within the Agency as well as principal sub components, and their respective missions that are affected by the above services:

**B.2.1 The Office of Chief Information Officer's (OCIO)** mission is to define the Information Technology (IT) vision and strategy for the Social Security Administration, ensuring its alignment with the Agency's strategic plan, business strategy, budget, security and architecture. In order to carry out this mission, the OCIO works in close collaboration with SSA's Offices of Systems; Disability and Income Security; Finance, Assessment and Management; Operations and other SSA components as well as with OMB and other Federal Agencies. Protecting the information and information infrastructure of SSA is the responsibility of the Chief Information Officer and implemented/managed through the Office of Information Technology Security Policy. This office is responsible for the implementation of an agency-wide IT security program as required by the Federal Information Security Management Act (FISMA) and other Federal directives, and is responsible for directing and managing SSA's overall information systems security program, to protect the availability of SSA's computer systems, the integrity of business operations, and the confidentiality of sensitive information.

**B.2.2 Office of Systems (OS)** - Within the Office of Systems are several major components, each with specific responsibilities. The following components envision using services under this BPA:

**B.2.2.1 The Office of the Deputy Commissioner of Systems (ODCS)** directs the conduct of systems and operational integration and strategic planning processes, and the implementation of a comprehensive systems configuration management, data base management and data administration program. Initiates software and hardware acquisitions for SSA and oversees software and hardware acquisition procedures, policies and activities. Directs the development of operational and programmatic specifications for new and modified systems, and oversees development, validation and implementation phases.

**B.2.2.2 The Office of Applications and Supplemental Security Income Systems (OASSIS)** directs, develops and coordinates information technology



requirements, application programs and management information systems for new and modified systems. OASSIS validates computer programs that are part of SSA's large, integrated, programmatic systems against user-defined requirements and performance criteria, and approves the resulting system for operational acceptance. It develops procedures and instructions to support user needs in effective implementation of all systems.

**B.2.2.3** The **Office of Disability Systems (ODS)** supports the Agency's disability program by providing customer-focused, state-of-the-art information technology service with speed, quality, and creativity. ODS shares responsibility for the implementation of SSA's new Intelligent Disability program that will comprise a Simplified & Strengthened Architecture, synchronize with Health Information Technology advancements, use Intelligent Analysis, expand use of Compassionate Allowances, and incorporate External Accesses for data exchange. An effort of this magnitude requires very detailed and comprehensive analysis, and participation of all stakeholders. Development of an inclusive and participatory process is one of the keys to success. Open and frequent communications must be employed. Resource needs must be carefully evaluated and fully staffed to ensure the success of the various portions of the system. Experts in systems development and architecture need to be working closely with experts in Disability Determination Service (DDS) business processes, parent agency processes, fiscal requirements, health information technology, healthcare industry, and other key arenas. Intelligent Disability will require ongoing IT expertise and technical support services across several broad categories: IT Strategic Planning, IT Systems Analysis, Financial Management Solutions, IT Program Management, IT System Security, and Health Information Technology.

**B.2.2.4** The **Office of Enterprise Support Architecture & Engineering (OESAE)** develops, maintains and procures software systems to support SSA's process to establish and maintain records of workers' lifetime earnings and employer information, and those processes that use earnings information.

- SSA's enumeration process, Social Security Number verification processes and processing of Death Data.
- Development of Agency-wide management information (MI).
- SSA's processes that ensure the integrity of its programmatic systems.
- SSA's ability to measure, control and track its workloads, and
- Administrative processes (financial, human resource, etc.) that ensure the continuity of SSA's operations.

OESAE also leads the exchange of data with other Federal and State Agencies and private organizations; provides security services to OEEAS; and provides a wide variety of technology support services to users inside and outside of the Office of Systems.

**B.2.2.5** The **Office of Retirement and Survivors Insurance Systems (ORSIS)** is

responsible for both programmatic and management information applications through each stage of the systems life-cycle, including: determining automation solutions for user needs; developing software specifications; designing and developing software programs; testing and validating systems against user-defined requirements; conducting post-implementation reviews; implementing security standards; and maintaining a comprehensive, updated and integrated set of systems requirements, specifications and software documentation. These activities support the Nation's Retirement and Survivors Insurance program and Medicare enrollment, including initial claims, post-entitlement, payments, audit, integrity review, Treasury operations and notices. ORSIS designs, develops, coordinates and implements new or redesigned software to meet SSA's automation needs in the broad area of Title II programmatic processes for such areas as earnings, eligibility/entitlement, pay/computations and debt management. The Office is responsible for long-range planning and analysis to modify existing systems and define new systems for ORSIS in support of the Agency's mission and operational and management information needs. ORSIS evaluates the effect of proposed legislation, policies, regulations and management initiatives to determine the impact on these systems and develops requirements and procedures to implement required changes.

**B.2.2.6** The **Office of Systems Electronic Services (OSES)** provides American citizens, businesses and government with self-service applications that are extremely secure, highly rated and easy to use. OSES designs, develops and maintains e-Government framework components of the architecture for data interface, security, authentication, management information, audit and messaging objects. OSES researches, evaluates and analyzes current and emerging technologies relevant to SSA's e-Government architecture.

**B.2.2.7** The **Office of Telecommunications and Systems Operations (OTSO)** is responsible for the planning, acquisition, implementation and operation of computer systems in support of the Social Security Administration. It provides software support, hardware support, telecommunications support, production and operations control and integration/environmental testing of IT systems to improve and modernize SSA's computer systems. OTSO performs capacity allocation analysis, monitors usage and determines future requirements based upon future workload information. It develops technical policies and procedures for the acquisition of computer systems, software and services in compliance with procurement regulations. OTSO also develops policies concerning the security and usage of computer systems located at the National Computer Center (NCC). OTSO serves as liaison with SSA components, other Government agencies and organizations regarding operational and security issues.

**B.2.3** The **Office of Retirement and Disability Policy (ORDP)** is the organization that directs and manages the planning, development, issuance and operational regulations, standards and instructions for the Retirement Survivors Insurance (RSI), Disability Insurance (DI),

Supplemental Security Income (SSI) and international SSA programs. ORDP's mission is to:

- Develop the Agency's regulations designed to administer all SSA programs.
- Develop program instructions and forms necessary for the Agency's operating personnel to administer all SSA programs, and direct all systems activities supporting the Agency's electronic programmatic instructional system.
- Design and develop initiatives and programs to promote the employment of beneficiaries with disabilities.
- Develop demonstrations and studies, which provide recommendations on program improvements.
- Assess the programmatic policy development processes to identify and recommend technology improvements and enhancements, and at the Agency level, develop and prioritize technology initiatives and/or funding that impact the Agency's programmatic policy development process.

Within ODRP the **Office of Disability Programs** plans, develops, evaluates and issues substantive regulations, policies, and procedures for the SSA-administered disability programs; develops and promulgates policies and guidelines for use by State, Federal or private contractor providers which implement the disability provisions of the Social Security Act, as amended; evaluates the effects of proposed legislation and legislation pending before Congress to determine the impact on the disability programs; and ensures that interrelated policy areas are coordinated.

### **B.3 Scope**

There are four general areas that task orders will be issued under this BPA:

- 1) **Strategic Technology Planning**
- 2) **I.T. Project Management Support**
- 3) **I.T. related Business Support Services**
- 4) **Systems Security Advisory Services**

#### **B.3.1 Strategic Technology Planning**

- B.3.1.1** Evolution Planning and Analysis - Identify existing or emerging technological challenges to satisfy mission goals and objectives. Provide strategic planning and guidance on the evolution of business processes and system architectures, and the adoption of new technologies. Perform industry analyses through research, investigation of best practices and product, price benchmarks, cost estimation and modeling. Provide guidance on the evolution of major systems architectures and the adoption of new technologies. Develop enterprise architecture alternatives and provide support for establishing enterprise

technology policies and architectural direction to achieve strategic technology best value.

**B.3.1.2** Technology Evaluation Support Services - Perform industry analyses through research, investigation of best practices and product and price benchmarks. Provide expert technical advice, assistance, and support for evaluating appropriate existing and/or emerging technologies, products, and services; consider the long-term and broad range needs of the government; develop prototypes and conduct proof of concept feasibility studies. Conduct independent review and testing of acquired technologies to ensure the technical quality and programmatic suitability of delivered systems and products.

**B.3.1.3** Project Planning - Develop Project Descriptions, Justifications, Performance Goals and Key Measures to ensure project success.

### **B.3.2 Information Technology Management Support**

**B.3.2.1** Technology Management Support Services - Provide conflict-free advice and support for establishing technology policies. Provide architectural direction to achieve technology best value. Assist SSA in managing, coordinating, and acting as liaison between all parties to ensure program or system success.

**B.3.2.2** Project Management support to Program Offices in all phases of new technology establishment including development, acquisition, deployment and operations.

**B.3.2.2.1** Resource Management - Provide support in coordinating resources and project management activities between multiple governmental and private sector stakeholder groups.

**B.3.2.2.2** Performance Management

**B.3.2.2.3** Risk Management - Provide independent analyses and assistance in managing risk from existing or new vulnerabilities or from adoption of new technologies and processes. Provide analyses and assistance in the identification and management of risk in existing technological environments as well as risks associated with the adoption of new technologies and/or processes.

**B.3.2.2.1** Contract Administration and Service Level Agreement (SLA) monitoring

**B.3.2.2** Strategic Information Technology Training- Assist Agency efforts in the development and conduct of appropriate training for Agency personnel in areas such as strategic management of I.T resources, strategic modeling and business planning and high-level I.T. security issues.

### **B.3.3 Business Support Services**

**B.3.3.1** Business Decision Support - Provide support in planning for and transition to new, updated, and/or modified technologies, systems, and related programs. This support shall include Business Process Modeling/ Predictive Modeling (using tools and practices such as IBM WBM (WebSphere Business modeler, Rational Software Architect and Rational Data Architect, Unified Modeling Language (UML), RequisitePro

**B.3.3.1.1** Modeling “as-is” processes

**B.3.3.1.2** Modeling and benchmarking industry and government “best practices”

**B.3.3.1.3** Providing recommendations

**B.3.3.2** Capital Planning Support

**B.3.3.2.1** Cost Benefit Analysis (CBA)- including identification of items such as administrative benefits, productivity, and work year savings, programmatic savings. CBA activities should include the following:

- Risk-Adjusted Life Cycle Cost Estimates (LCCE)
- Qualitative Functional Deployment (QFD) in which fully monetized benefits could be more precisely identified.
- Value Measuring Methodology (VMM) compliant with guidance from OMB, and prescribed as a best practice by the CIO Council.

**B.3.3.2.2** OMB 300 Capital Planning support, including OMB’s Enterprise Architecture Assessment Framework

**B.3.3.2.3** IT Portfolio Planning Support

**B.3.3.2.4** Electronic Capital Planning and Investment Control (eCPIC) support

**B.3.3.2.5** Earned Value Management support

**B.3.3.2.6** OMB Alternatives Analysis

**B.3.3.3** Acquisition Support - Perform analyses and research in support of the acquisition of technologies and services. Support development of the full range of acquisition and procurement documents such as Statements of Work (SOW), evaluation criteria, and independent Government cost estimates. When appropriate provide support for vendor selection, including potential participation as advisors to or members of evaluation panels.

#### **B.3.4 Systems Security Advisory Services**

**B.3.4.1** Provide ongoing assistance to the Agency CIO and other I.T. security components in the development and administration of effective and efficient I.T. security polices, metrics, and procedures.

**B.3.4.2** Systems Security Audits, Security Analysis & Report (Certification & Accreditation, Security Plans and Self-Assessments).

**B.3.4.3** Independent Validation and Verification – Conduct independent review and testing of acquired technologies to ensure the technical quality and

- programmatic suitability of delivered systems and products.
- B.3.4.4** Perform Risk Analysis, and when appropriate help develop Risk Management, Risk Avoidance and Risk Mitigation Strategies.

## **B. 4 Place of Performance**

Performance of the tasks under this BPA will be defined at the task order level. Some tasks orders may require Contractor travel to remote SSA sites and facilities. All travel must be pre-approved by the Government, and will be reimbursed at actual costs in accordance with applicable Federal travel regulations and in Section C.15 of the BPA.

## **B. 5 Period of Performance**

Orders may be placed against this BPA for a period up to and including 60 months from the award date of this BPA, provided the contractor maintains its current GSA FSS contract (including exercised option periods). Individual task orders under this BPA shall have individually defined periods of performance, each not to exceed on-year in duration.

## **B. 6 Government Furnished Equipment, Workspace, and Information**

SSA will provide space for on-site conferences/meetings between SSA personnel and the Contractor Support Services team(s) to facilitate performance of the BPA and its individual tasks. If required, Government will provide computer equipment and office software normally used by SSA for the purpose of work performed by the Contractor under this BPA. Provisioning and coordination of Other Government Furnished Equipment (GFE) shall be provided on an as required basis. Information and documentation relevant to the specified tasks will be provided or made available as appropriate. Furnishing Government information or access to Government systems may require Contractor personnel to sign confidentiality and/or non-disclosure agreements. The provisioning and coordination of Government Furnished Equipment, Workspace, and Information is the responsibility of each task's respective COTR, and shall be defined in the documentation provided with each individual task order.

Other than general office support equipment and software noted above, the Contractor shall ensure that personnel working on this order shall have the equipment, software and tools routinely used in industry to accomplish their assigned tasks.

## **B.7 Deliverables**

All reports or other written deliverables shall be submitted in the format and media specified at the task order level. For all deliverables the Contractor shall implement effective document management to include version control and comment resolution such that each release has clear inventory of comments that were accepted / rejected as part of the version.

All deliverables will be made available at the place and time and to the COTR (or designee) defined in the task order. All work papers and deliverables produced for this project are the



property of SSA. Reports and other documents produced under this contract shall be considered “sensitive but unclassified” and must be appropriately protected, unless otherwise designated at the task order level.

The task order COTR will have the right to reject or require correction of any deficiencies found in deliverables. In the event of rejection of a deliverable, the COTR will notify the Contractor in writing as to the specific reason why the deliverable is being rejected. Deficiencies (major or minor) are identified as follows:

- Major revisions include content additions and deletions, substantial reorganization of report contents including moving material into appendices and attachments, adding explanatory charts and figures, replacing several paragraphs that are poorly worded or may be misread, and similar corrections. These major corrections shall be made by the Contractor within ten working days of notice by the Government.
- Minor revisions are considered essentially editorial and may be requested orally. They include such items as: typographic errors, formatting (e.g. failure to use an appropriate table of contents, lack of page numbers and dates, graphics too small to be readable), poor writing style and similar. These minor editorial corrections shall be corrected by the Contractor within five working days of notice by the Government.



# **Social Security Administration (SSA)**

## **SS00-08-40029**

### **Blanket Purchase Agreement (BPA) for Specialized Advisory and Assistance Services**

#### **Section C- BPA Clauses**

**C.1 FAR 52.204-9 -- Personal Identity Verification of Contractor Personnel. (SEPT 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**C.2 FAR 52.227-22 -- Major System -- Minimum Rights (Jun 1987)**

Notwithstanding any other provision of this contract, the Government shall have unlimited rights in any technical data, other than computer software, developed in the performance of this contract and relating to a major system or supplies for a major system procured or to be procured by the Government, to the extent that delivery of such technical data is required as an element of performance under this contract. The rights of the Government under this clause are in addition to and not in lieu of its rights under the other provisions of this contract.

**C.3 Earned Value Management System.**

(The Social Security Administration (SSA) has developed an Earned Value Management System (EVMS) for the work to be performed under this BPA. Therefore, the contractor is not required to develop an EVMS for this BPA. However, if directed by the Government the Contractor shall be required to participate with the SSA's EVMS for the work to be performed under this contract.

To participate in the SSA's EVMS the contractor shall provide all reports and data requested by the Government, and shall ensure that its subcontractors participate in the SSA's EVMS by submittal of any required data. Any subsequent changes to the information submitted by the Contractor in support of the Agency's EVMS shall require prior written approval of the Contracting Officer. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer as necessary to ensure that the Contractor supplied EVMS information conforms with the information submission requirements and performance criteria of this BPA.

**C.4 AS 2401 - Protection of Confidential Information (DEC 2008)**

(a) *Confidential information*, as used in this clause, means information or data, or copies or extracts of information or data, that is: (1) provided by the Social Security Administration (SSA) to the contractor for, or otherwise obtained by the contractor in, the performance of this contract; and (2) of a personal nature about an individual, such as name, home address, and social security number, or proprietary information or data submitted by or pertaining to an institution or organization, such as employee pay scales and indirect cost rates.

(b) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information or categories of information that the Government will furnish to the Contractor or that the Contractor is expected to generate which are confidential. Similarly, the

Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. The confidential information will be used only for purposes delineated in the contract; any other use of the confidential information will require the Contracting Officer's express written authorization. The Contracting Officer and the Contractor will settle any disagreements regarding the identification pursuant to the "Disputes" clause.

(c) The Contractor shall restrict access to all confidential information to the minimum number of employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the contract will be determined in conference between SSA's Contracting Officer, Contracting Officer's Technical Representative, and the responsible Contractor official. Upon request, the Contractor will provide SSA with a list of "authorized personnel," that is, all persons who have or will have access to confidential information covered by this clause.

(d) The Contractor shall process all confidential information under the immediate supervision and control of authorized personnel in a manner that will: protect the confidentiality of the records; prevent the unauthorized use of confidential information; and prevent access to the records by unauthorized persons.

(e) The Contractor shall inform all authorized personnel with access to confidential information of the confidential nature of the information and the administrative, technical and physical safeguards required to protect the information from improper disclosure. All confidential information shall, at all times, be stored in an area that is physically safe from unauthorized access. See paragraph (f) below regarding the minimum standards which the safeguards must meet.

(f) Whenever the Contractor is storing, viewing, transmitting, or otherwise handling confidential information, the Contractor shall comply with the applicable standards for security controls that are established in the [Federal Information Security and Management Act \(FISMA\)](#). (These standards include those set by the National Institute of Standards and Technology (NIST) via the Federal Information Processing Standards (FIPS) publications and NIST Special Publications, particularly [FIPS 199](#), [FIPS 200](#), and [NIST Special Publications - 800 series](#).)

(g) If the Contractor, in the performance of the contract, uses any information subject to the Privacy Act of 1974, 5 U.S.C. 552a, and/or section 1106 of the Social Security Act, 42 U.S.C. 1306, the Contractor must follow the rules and procedures governing proper use and disclosure set forth in the Privacy Act, section 1106 of the Social Security Act, and the Commissioner's regulations at 20 C.F.R. Part 401 with respect to that information.

For knowingly disclosing information in violation of the Privacy Act, the Contractor and Contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C. Section 552(i)(1) to the same extent as employees of SSA. For knowingly disclosing confidential information as described in section 1106 of the Social Security Act (42 U.S.C. 1306), the Contractor and Contractor employees may be subject to the criminal penalties as set forth in that provision.

(h) The Contractor shall assure that each Contractor employee with access to confidential information is made aware of the prescribed rules of conduct, and the criminal penalties for violations of the Privacy Act and/or the Social Security Act.

(i) Whenever the Contractor is uncertain how to handle properly any material under the contract, the Contractor must obtain written instructions from the Contracting Officer addressing this question. If the material in question is subject to the Privacy Act and/or section 1106 of the Social Security Act or is otherwise confidential information subject to the provisions of this clause, the Contractor must obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication. Contracting Officer instructions and determinations will reflect the result of internal coordination with appropriate program and legal officials.

(j) Performance of this contract may involve access to tax return information as defined in 26 U.S.C. Section 6103(b) of the Internal Revenue Code (IRC). All such information shall be confidential and may not be disclosed without the written permission of the SSA Contracting Officer. For willfully disclosing confidential tax return information in violation of the IRC, the Contractor and Contractor employees may be subject to the criminal penalties set forth in 26 U.S.C. Section 7213.

(k) The Government reserves the right to conduct on-site visits to review the Contractor's documentation and in-house procedures for protection of and security arrangements for confidential information and adherence to the terms of this clause.

(l) The Contractor must include this clause in all resulting subcontracts whenever there is any indication that the subcontractor(s), engaged by the contractor, and their employees or successor subcontractor(s) and their employees might have access to SSA's confidential information.

(m) The Contractor must assure that its subcontractor(s) and their employees or any successor subcontractor(s) and their employees with access to SSA confidential information are made aware of the prescribed rules of conduct. For knowingly disclosing SSA's confidential information, any subcontractor(s) and their employees or successor subcontractor(s) and their employees may be subject to criminal penalties as described in section 1106 of the Social Security Act (42 U.S.C. 1306) and the Privacy Act (5 U.S.C. 552a).

## **C.5 Security Requirements**

All personnel working under the authority of the BPA must have a current level 5C security clearance that is approved by SSA or an active 5C security clearance. Clearances granted by agencies other than SSA will be considered.

In the event any contractor personnel does not have a current, SSA- accepted clearance at the time of award of the order, those individuals must undergo an appropriate Background Check in accordance with SSA's System Security Handbook and Suitability Procedures and the requirements of Paragraph B, Security Requirements Clause, below shall apply.

### C.5.1 AS 0401 Security And Suitability Requirements (JUN 2011)

a. Acronyms and Definitions

- **Access to a facility, site, system, or information** means physical access to any Social Security Administration (SSA) facility or site, logical access to any SSA information system, or access to programmatic or sensitive information.
- **CO** - Contracting Officer
- **Contractor** – In this clause, this term means any entity that has a relationship with SSA because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and individuals.
- **CPOC** – Company Point of Contact as specified by the contract
- **CPSPM** – Center for Personnel Security and Project Management
- **COTR** – Contracting Officer’s Technical Representative
- **Contractor Employee** – In this clause, this term means a person hired by an SSA contractor to provide services in exchange for compensation.
- **PIV** – Personal Identity Verification
- **Subcontractor** – In this clause, this term means any entity that has a relationship with SSA’s contractor because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and individuals.
- **Subcontractor Employee** - In this clause, this term means a person hired by a subcontractor to provide services in exchange for compensation.
- **eQIP** - Electronic Questionnaire for Investigations Processing

b. Purpose

This clause provides SSA’s policies and procedures concerning the conduct of background investigations (i.e. suitability determinations). The purpose of these investigations is to determine the suitability of contractors, contractor employees, subcontractors, and subcontractor employees who need access to an SSA facility, site, system, or information. If applicable, the clause also describes the process to obtain a PIV credential.

c. PIV Credentials

A PIV credential will be required for:

- Any contractor, contractor employee, subcontractor, or subcontractor employee requiring access to a SSA information system or routine, unescorted access to a



SSA facility or site for a period of six months or more. (See Paragraph k. for more information.)

A PIV credential will not be required for:

- Any contractor, contractor employee, subcontractor, or subcontractor employee requiring escorted access to a SSA facility or site for less than six months.
- Any contractor, contractor employee, subcontractor, or subcontractor employee requiring infrequent escorted access to a SSA facility or site, even if the access may be longer than six months. For example, contractors or contractor employees who provide infrequent facilities/equipment maintenance or repair, conduct onsite shredding, etc.

Please Note: A background investigation is required any time a contractor, contractor employee, subcontractor, or subcontractor employee requires any type of access to a facility, site, system, or information regardless of whether a credential is required or not.

The contractor is required to include the substance of this clause in any subcontract where subcontractors and subcontractor employees will have similar access as described in the preceding paragraphs. However, the contractor is responsible for obtaining all of the required forms (see paragraphs g-i) from its subcontractors and the subcontractors' employees, reviewing these forms, and submitting them to SSA. Subcontractors and subcontractors' employees shall not submit forms directly to SSA.

d. Authorities

- [Homeland Security Presidential Directive 12](#)
- [Office of Management and Budget Memorandum M-05-24](#)
- [The Crime Control Act of 1990, Public Law 101-647](#), subtitle E, as amended by Public Law 102-190 (for childcare center security requirements)
- [Executive Orders 10450](#) and [12968](#) and Title 5, Code of Federal Regulations (CFR), Parts [731](#), [732](#) and [736](#) (for positions assigned a “National Security” designation)

e. Background Investigation and Adjudication Process

The background investigation and adjudication processes are compliant with 5 CFR 731.

f. Listing of Applicants

Upon award, the CPOC will provide to SSA an applicant listing of **all** individuals for whom the contractor is requesting a suitability determination (i.e., background investigation). This listing should include the contractor's name, the contract number, the CPOC's name, the CPOC's contact information, each applicant's full name, each applicant's Social Security number (SSN), each applicant's date of birth, and each applicant's place of birth (must show city and state if born in the United States (U.S.) OR city and country if born outside of the U.S.). The background investigation process

does not start until the CPOC submits this applicant listing; therefore, the CPOC should submit the listing as soon as practical after award.

Submit the applicant listing via U.S. Mail to the address located in paragraph i. OR via fax to 410-966-0640.

g. Required Forms

1) eQIP

SSA will initiate the eQIP process using the applicant listing provided by the CPOC. SSA will email notification to the CPOC that each applicant has been invited into the eQIP website to electronically complete their background investigation form. The CPOC will provide the website to the applicants to complete their eQIP form. The applicant will have up to seven (7) calendar days to complete the eQIP form. The seven-day timeframe begins once SSA notifies the CPOC of the eQIP invitation(s). The applicant must print the signature pages of the form (pages 5 and 6 for Standard Form (SF) 85; pages 7-9 for SF 85P), sign the signature pages, and then provide the signed originals to the CPOC.

2) Paper Forms

- **Two (2) Field Division-258 charts, *Applicant Fingerprint Chart*** (The CO will provide the FD-258 charts at the time of contract award.)  
NOTE: The contractor will be responsible for obtaining and providing acceptable fingerprints for use by SSA. Regardless of the method used to fingerprint contractors, contractor employees, subcontractors, or subcontractor employees, (electronic capture or ink) the only acceptable fingerprint chart is the FD-258.
- **Optional Form 306, *Declaration for Federal Employment***  
<http://www.opm.gov/forms/html/of.asp>
- **Fair Credit Reporting Act Authorization Form**  
[Federal Investigations Notice: 98-02](#)
- **Original signed and dated eQIP Signature Pages** (See paragraph g.1 above)
- **If the contractor, contractor employee, subcontractor or subcontractor employee is not a U.S. Citizen**, the individual must provide SSA with a legible photocopy of his or her work authorization permit and Social Security card.

h. Forms Completion

The CPOC must ensure **all paper forms are fully completed and signed prior to submission to SSA.** The fingerprint charts and all paper forms must be legible or typed in black ink and all signatures must be in black ink. There must be no “breaks” in residences or employment. SSA requires complete addresses, including zip codes and phone numbers. SSA must receive forms within 30 days of signature and date.

SSA will return forms not fully completed to the CPOC. To ensure the forms are completed correctly, obtain a sample of a properly completed form at the following website: [http://www.ssa.gov/oag/acq/Sample\\_Security\\_Requirement\\_Docs%20.pdf](http://www.ssa.gov/oag/acq/Sample_Security_Requirement_Docs%20.pdf). Access information related to the eQIP process at: [e-QIP - Quick Reference Guide for the Applicant](#).

i. Forms Submission

The CPOC shall submit **one cover sheet** to SSA containing the names of all of the individuals for whom the contractor is submitting completed paperwork. This cover sheet should include the contract number, each applicant's full name, each applicant's SSN, each applicant's date of birth, and each applicant's place of birth. Submit this cover sheet along with the completed paper forms and two FD-258 fingerprint charts for each applicant to:

SSA  
CPSPM Suitability Team  
6401 Security Boulevard  
Room 1260 Dunleavy Building  
Baltimore, MD 21235

**Simultaneously, the CPOC must submit a copy of the cover sheet ONLY to the COTR.**

The CPOC must submit the paper forms **at least 15 days prior to the date work is to begin**. For new contract employees, subcontractors, or subcontract employees (i.e., those who had not previously received a suitability determination under this contract) who will need access to a SSA facility, site, information, or system, the contractor must submit these forms at least 15 days prior to beginning work under the contract.

j. Suitability Determination

A Federal Bureau of Investigation fingerprint check will be used as part of the basis for making a suitability determination. This determination is final unless information obtained during the remainder of the full background investigation, conducted by the Office of Personnel Management, is such that SSA would find the individual unsuitable to continue performing under this contract. CPSPM will notify the CPOC, COTR, and CO of the results of these determinations.

No contractor, contractor employee, subcontractor, or subcontractor employee will be allowed access to a SSA facility, site, information, or system until CPSPM has issued a favorable suitability determination for that contractor, contractor employee, subcontractor, or subcontractor employee.

A contractor is not entitled to an equitable adjustment of the contract because of an unfavorable suitability determination(s). Additionally, if SSA determines that the number or percentage of unfavorable determinations make successful contract performance unlikely, SSA may terminate the contract for cause or default.

The contractor must notify the contractor employee, subcontractor, or subcontractor employee of any unsuitable determinations as soon as possible after receipt of such a determination (see paragraph p., below, for an explanation of the appeals process).

k. Obtaining a Credential

**Note:** This section applies only if the contractor, contractor employee, subcontractor, or subcontractor employee will have access to a facility, site, system, or information as described in the first bullet of paragraph c.

Once the contractor, contractor employee, subcontractor, or subcontract employee receives notification of an acceptable suitability determination, but prior to beginning work under the contract, the contractor, contractor employee, subcontractor, or subcontract employee must appear at the respective Regional Security Office or at SSA Headquarters Parking and Credentialing Office to begin the credentialing process. The contractor, contractor employee, subcontractor, or subcontract employee must present the suitability determination letter and two forms of identification at this meeting. At least one of the forms of identification must be a Government-issued photo identification (ID) (please see [Employment Eligibility Verification, I-9](#), for acceptable forms of ID). For SSA Headquarters access, a completed Form SSA-4395, Application for Access to SSA Facilities, signed by the contractor, contractor employee, subcontractor, or subcontract employee and the COTR is also required. The COTR will provide the SSA-4395 Form to the contractor, contractor employee, subcontractor, or subcontract employee when applicable.

The contractor must contact the COTR to arrange for credentialing. The COTR is responsible for scheduling an appointment for contractors, contractor employees, subcontractors, or subcontract employees to meet with the appropriate SSA Parking and Credentialing Office or Regional Security Office and obtain a credential. Once the COTR makes the appointment, the COTR must contact the contractor to inform the contractor of the credentialing appointment(s). The COTR must also arrange for the contractor, contractor employees, subcontractors, or subcontract employees to be escorted (by either the COTR or a COTR's representative) to the appropriate credentialing office at the time of this appointment.

Credentialing appointments last approximately 15 minutes. Depending on a contractor's scheduling needs and availabilities, contractor employees, subcontractors, or subcontract employees may be scheduled for credentialing all in one day (this process may take a few hours to complete, depending on the number of employees that need to be credentialed) or contractor employees, subcontractors, or subcontract employees may come in at separate times convenient to the individuals' and the COTR's schedules.

SSA Headquarters' Parking and Credentialing Office representatives can be reached by emailing [Parking.and.Credentialing@ssa.gov](mailto:Parking.and.Credentialing@ssa.gov) or calling 410/965-5910.

Regional Security Office contact information can be found in the AS 0401 Appendix at the end of this clause.

l. Contractors, Contractor Employees, Subcontractors, or Subcontract Employees Previously Cleared by SSA or Another Federal Agency

If a contractor, contractor employee, subcontractor, or subcontract employee previously received a suitability determination from SSA or another Federal agency, the CPOC should include this information next to the individual's name on the initial applicant listing (see paragraph f.). CPSPM will review the information. If CPSPM determines another suitability determination is not required, it will provide a letter to the CPOC and COTR indicating the contractor, contractor employee, subcontractor, or subcontract employee was previously cleared under another Federal contract and does not need to go through the suitability determination process again.

m. Contractor Notification to Government

The contractor shall notify the COTR and CPSPM within one business day if the contractor, contractor employee, subcontractor, or subcontract employee is arrested or charged with a crime during the term of this contract, or if there is any other change in the status of the contractor, contractor employee, subcontractor, or subcontract employee (e.g., the contractor employee leaves the company; the contractor employee no longer works under the contract; the alien status of the contractor, contractor employee, subcontractor, or subcontract employee changes) that could affect the suitability determination for that individual. The contractor must provide in that notification as much detail as possible, including, but not limited to: name(s) of individual whose status has changed, contract number, the type of charge(s), if applicable, the court date, and, if available, the disposition of the charge(s).

n. Contractor Return of PIV Credential

The contractor must account for and ensure that all forms of Government-provided identification (PIV credential) issued to a contractor, contractor employee, subcontractor, or subcontract employee under this contract are returned to SSA's Headquarters' Parking and Credentialing Office or Regional Security Office, as appropriate, as soon as any of the following occur: when no longer needed for contract performance; upon completion of a contractor's, contractor employee's, subcontractor's, or subcontract employee's employment; or upon contract completion or termination.

o. Government Control

The Government has full control over and may grant, deny, or withhold access to a facility, site, system, or information and may remove contractors, or require the contractor to remove contractor employees, subcontractors, or require the subcontractor to remove subcontractor employees from performing under the contract for reasons related to conduct even after the individual has been found suitable to work on the contract (see paragraph q. below).

p. Appeals Process for Unsuitable Determinations

If a contractor, contractor employee, subcontractor, or subcontract employee would like clarification or wishes to appeal an unsuitable determination, his/her request must be in writing and submitted within 30 days of the date of the unsuitable determination. The contractor may not file appeals on behalf of its employees, subcontractors, or subcontract employees; rather, contractor employees, subcontractors, or subcontract employees must file their own individual appeals.

The request for clarification and/or the appeal can be emailed to SSA at [dchr.ope.hspd12appeals@ssa.gov](mailto:dchr.ope.hspd12appeals@ssa.gov), or mailed to:

Social Security Administration  
Attn: CPSPM Suitability Program Officer  
6401 Security Boulevard  
Room 1260 Dunleavy Building  
Baltimore, MD 21235

q. Removal From Duty

SSA may remove a contractor, or request that the contractor immediately remove or cause to be removed any contractor employee, subcontractor, or subcontract employee from working under the contract based on conduct that occurs after a favorable suitability determination. This includes temporarily removing a contract employee, subcontractor, or subcontract employee should the individual be arrested for a violation of law pending the outcome of any judicial proceedings. The contractor must comply with these requests to remove or cause to have removed any contractor employee, subcontractor, or subcontract employee. The Government's determination may be made based on, but not limited to, incidents involving the misconduct or delinquency as set forth below:

- i. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes any local badging requirements.
- ii. Neglect of duty, including sleeping while on duty; unreasonable delays or failure to carry out assigned tasks; conducting personal affairs while on duty; and refusing to cooperate in upholding the integrity of SSA's security program.
- iii. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- iv. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities that interfere with the normal and efficient operations of the Government.
- v. Theft, vandalism, or any other criminal actions.



- vi. Selling, consuming, possessing, or being under the influence of intoxicants, drugs, or substances that produce similar effects.
- vii. Improper use of official authority or credentials.
- viii. Unauthorized use of communications equipment or Government property.
- ix. Misuse of weapon(s) or tools used in the performance of the contract.
- x. Unauthorized access to areas not required for the performance of the contract.
- xi. Unauthorized access to employees' personal property.
- xii. Violation of security procedures or regulations.
- xiii. Prior determination by SSA or other Federal agency that a contractor, contractor employee, subcontractor, or subcontract employee was unsuitable.
- xiv. Unauthorized access to, or disclosure of, agency programmatic or sensitive information, or Internal Revenue Service Tax Return information.
- xv. Unauthorized access to an agency Automated Information System.
- xvi. Unauthorized access of information for personal gain (including, but not limited to, monetary gain), or with malicious intent.
- xvii. Not providing for the confidentiality of and protection from disclosure of information entrusted to them. Certain provisions of the following statutes and regulations that apply to Federal employees also apply equally to contractors, contractor employees, subcontractors, and subcontract employees:
  - The Privacy Act of 1974
  - The Tax Reform Act of 1976 and the Taxpayer Browsing Protection Act of 1997
  - SSA regulation 1
  - The Computer Fraud and Abuse Act of 1986
  - Section 1106 of the Social Security Act
- xviii. Being under investigation by an appropriate authority for violating any of the above.

## **AS 0401 Appendix: Regional Security Offices**

### Regional Credentialing Contacts for Contractor Employees

#### *Region 1 – Boston*

Management and Operations Support, Lenny Nyren – 617-565-2840

#### *Region 2 – New York*

Center for Materiel Resources, Field Services Team, General Office – 212-264-2603

#### *Region 3 – Philadelphia*

Center for Materiel Resources, Building Management Team,  
General Office - 215-597-8201

#### *Region 4 – Atlanta*

Center for Security and Integrity, Coleman Wicks – 404-562-1252

#### *Region 5 – Chicago*

Management and Operations Support, Building Services Unit

Sharon Young – 312 575-4150

Evelyn Principe – 312 575-6342

Sofia Luna – 312 575-5762

Carlton Brown – 312 575-5957

Cassandra Murphy - 312 575-5067

#### *Region 6 – Dallas*

Center for Materiel Resources, Employee Relations, Veronica Drake – 214-767-2221

#### *Region 7 – Kansas City*

Center for Security Integrity, General Office Line – 816-936-5555

#### *Region 8 – Denver*

Center for Security and Integrity, Phil Mocon – 303-844-4016

#### *Region 9 - San Francisco*

Center for Security and Integrity, Cassandra Mapp - 510-970-4124

#### *Region 10 - Seattle*

Center for Security and Integrity

Lisa Steepleton - 206-615-2186

D'ette Day - 206-615-2149

## C.6 Designation of Government Contract Specialist

**Melissa Kloman**, Contract Specialist, SSA/ OAG (Office of Acquisitions and Grants), OITA (Office of Information Technology Acquisition) has been assigned to administer the contractual aspects of this agreement.

Changes in the Scope of Work, contract cost, price, quantity, and quality or delivery schedule shall be made only by a warranted Contracting Officer of the Social Security Administration through a properly executed modification.

All correspondence that in any way concerns the terms or conditions of this contract shall be submitted directly to the Contract Specialist at the following address:

Social Security Administration  
Office of Acquisition and Grants  
Attn: Melissa Kloman  
7111 Security Boulevard  
1<sup>st</sup> Floor/ Rear Entrance  
Baltimore, Maryland, 21244  
Telephone: (410) 965-59515  
E-Mail: [Melissa.Kloman@ssa.gov](mailto:Melissa.Kloman@ssa.gov)

## C.7 AS 4202 Designation of Contracting Officer's Technical Representative (COTR), and Alternate COTR (MAY 2012)

The following Contracting Officer's Technical Representative (COTR) and Alternate COTR will represent the Government for the purpose of this BPA:

NAME	TITLE (e.g. COTR, or Alt. COTR)	ADDRESS	TELEPHONE	EMAIL
Shelly Lieberman	COTR	Social Security Administration Office of Disability Systems Contracts Management Staff 3-R-20, Operations Building 6401 Security Blvd. Baltimore, Maryland 21235	410-965-3332	<a href="mailto:Shelly.Lieberman@ssa.gov">Shelly.Lieberman@ssa.gov</a>
Cierra Moses	ALT-COTR	Social Security Administration Office of Disability Systems Contracts Management Staff Room 312 Altmeyer Building 6401 Security Blvd. Baltimore, Maryland 21235	410-965-6893	<a href="mailto:Cierra.Moses@ssa.gov">Cierra.Moses@ssa.gov</a>

The COTR or Alternate COTR may not re-delegate the authority outlined in this clause, or the authority specified within their COTR designation letters.

The COTR is responsible for the following general duties:

- (1) Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer (CO) changes in requirements;
- (2) Interpreting the statement of work (SOW), statement of objective (SOO), or performance work statement (PWS), and any other technical performance requirements;
- (3) Performing technical evaluation of requirements as required;
- (4) Performing technical inspections and acceptances required by this BPA;
- (5) Assisting in the resolution of technical problems encountered during performance;
- (6) Certifying invoices or vouchers for payment by confirming the receipt of goods and/or services at the contracted price/costs; and
- (7) Initiating a Contractor Performance Assessment Report (CPAR) within 30 days after electronic notification that a CPAR is required.

The alternate COTR is responsible for carrying out the duties of the COTR only in the event the COTR can no longer perform his or her duties as assigned, or is unavailable.

The COTR, Alternate COTR, and Task Manager (TM)(if applicable) are the only Government employees authorized by the CO to perform certain functions of the BPA. The COTR and Alternate COTR are authorized to perform the functions listed above, and may provide the technical direction described below. However, if the BPA calls for the designation of a TM, see ***Section C.7.1 Agency Specific clause 4203, Designation of Task Manager*** for the authority, responsibilities, and limitations of the TM at the task level.

The CO is the only person with authority to act as agent of the Government under this BPA. Only the CO has authority to:

- (1) Direct or negotiate any changes in the SOW, SOO, or PWS;
- (2) Modify or extend the period of performance;
- (3) Change the delivery schedule;
- (4) Authorize reimbursement to the Contractor for any costs incurred during the performance of this BPA; or
- (5) Otherwise, change any terms and conditions of this BPA.

At any time during performance of this BPA, the CO may unilaterally remove or replace the COTR or Alternate COTR.

The CO will provide written notice, transmitted electronically as an attachment to an email, or through standard mail carrier, to the contractor, of such designation, or any change thereto, within a reasonable amount of time after award, or after notification of a change is necessary. The designation letter sets forth the specific authorities, responsibilities, and limitations of the COTR, or Alternate COTR under this BPA.

Performance of work under this BPA shall be subject to the technical direction of the COTR. The term “technical direction” is defined to include, without limitation (except as specified in the COTR designation letter), the following:

- (a) Directions to the Contractor, on other than firm-fixed-price contracts, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW;
- (b) Provisions of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description;
- (c) Review and, where required by the BPA, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the BPA.

Technical direction must be within the general scope of the SOW, SOO, or PWS stated in Section B of this BPA. The COTR does not have the authority to and may not issue any technical direction that affects price, quality, quantity, delivery, or other terms and conditions of the BPA.

All technical direction will be issued in writing by the COTR or shall be confirmed by the COTR in writing within five working days after issuance.

The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR’s authority under the provisions of this clause.

If, in the opinion of the Contractor, any instruction or direction issued by the COTR falls outside the authority of the COTR, the Contractor shall not proceed. In this case, the Contractor shall notify the CO, or designated Contract Specialist in writing, within five working days after receipt of any such instruction or direction and shall request the CO modify the BPA accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate modification to the BPA, or advise the Contractor, in writing, that, the technical direction is within the scope of this clause and does not constitute a change under the “Changes” clause of this BPA. The Contractor shall proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the action to be taken with respect thereto, shall be subject to the “disputes” clause of the BPA.

### **C.7.1 AS 4203 Designation of Task Manager (TM) (MAY 2012)**

This BPA requires the designation of a TM:

[*Check one*]

- ☐ At the contract level for one or more contract task(s). The Contracting Officer (CO) will name the TM in the CO's designation memorandum, which will specify the contract task(s) and TM's associated authority, responsibilities, and limitations; or
- ☒ At the order level. The CO will name the TM in the CO's designation memorandum, which will specify the task(s) per order and the TMs associated authority, responsibilities, and limitations.

The TM may not re-delegate the authority outlined in this clause, or the authority specified within his or her designation memorandum issued by the CO.

The TM is responsible for assisting the contracting officer's technical representative (COTR) in the technical monitoring and administration of the task(s) specified within the TM's designations memorandum through performance and closeout. For example, the TM may be responsible for the following general duties per task(s):

- (8) Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the COTR changes in the task(s) requirements;
- (9) Interpreting the statement of work (SOW), statement of objective (SOO), or performance work statement (PWS), and any other technical performance requirements as it relates to his or her designated task(s);
- (10) Performing technical evaluation of requirements as required;
- (11) Performing technical inspections and acceptances of deliverables under the task(s);
- (12) Assisting in the resolution of technical problems encountered during performance of the task(s);
- (13) Reviewing invoices or vouchers to ensure they accurately reflect work completed per requirements of the task(s); and
- (14) Completing a Contractor Performance Assessment Report (CPAR) within 30 days after electronic notification that a CPAR is required.

The CO is the only person with authority to act as agent of the Government under this BPA. Only the CO has authority to:

- (6) Direct or negotiate any changes in the SOW, SOO, or PWS;
- (7) Modify or extend the period of performance;
- (8) Change the delivery schedule;
- (9) Authorize reimbursement to the Contractor for any costs incurred during the performance of this BPA; or
- (10) Otherwise, change any terms and conditions of this BPA.

At any time during performance of this BPA, the CO may unilaterally remove or replace the TM.

The CO will provide written notice, transmitted electronically as an attachment to an email, or through standard mail carrier, to the contractor, of such designation, or any change thereto, within a reasonable amount of time after award, or after notification of a change is necessary. The designation memorandum sets forth the specific authorities, responsibilities, and limitations of the TM for each associated task(s) under this BPA.

Performance of work under the specified tasks shall be subject to the technical direction of the TM. The term “technical direction” is defined to include, without limitation (except as specified in the TM designation memorandum), the following:

- (d) Directions to the Contractor, on other than firm-fixed-price contracts, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW;
- (e) Provisions of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description;
- (f) Review and, where required by the BPA or [task], approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the BPA.

Technical direction for the task(s) must be within the general scope of the SOW, SOO, or PWS stated in BPA SS00-08-40029 of this BPA. The TM does not have the authority to and may not issue any technical direction that affects price, quality, quantity, delivery, or other terms and conditions of the BPA.

All technical direction will be issued in writing by the TM, or shall be confirmed by the TM in writing within five working days after issuance.

The Contractor shall proceed promptly with the performance of technical direction duly issued by the TM in the manner prescribed by this clause and within the COTR's, or TM's authority under the provisions of this clause.

If, in the opinion of the Contractor, any instruction or direction issued by the TM falls outside the authority of the TM, the Contractor shall not proceed. In this case, the Contractor shall notify the COTR. The COTR will either resolve the issue, or forward the issue to the CO or designated Contract Specialist for resolution per ***Section C7 AS 4202 Designation of Contracting Officer's Technical Representative (COTR), and Alternate COTR.***



### C.8 Designation of Contractor's Program Manager

The performance of the work required by this BPA shall be conducted under the direction of the Contractor's Program Manager listed below. The Government reserves the right to disapprove any successor to the Contractor's Program Manager listed below.

NAME:	Marc Tate, Program Manager
TELEPHONE NUMBER:	<b>703-902-5094</b>

NAME:	Sean Wardlow, Deputy Program Manager
TELEPHONE NUMBER:	<b>703-377-1668</b>

### C.9 Designation of Contractor's Key Personnel

SSA has determined that the position descriptions listed below are, or may contain labor categories that are, essential or "key" to the work being performed under this BPA. The Government reserves the right to disapprove any successor to the Contractor's Key Personnel listed below.

NAME:	Anthony P. Harris, Senior Associate
JOB DESCRIPTION:	Senior Task Lead
TELEPHONE NUMBER:	<b>301-543-4440</b>

NAME:	Laura Treat Bulebush, Lead Associate
JOB DESCRIPTION:	Functional Specialist
TELEPHONE NUMBER:	<b>703-909-3671</b>

## C.10 Designation of Contractor’s BPA Administrator

The Contractor's representative responsible for handling BPA administration is:

NAME:	Jordan Green
TELEPHONE NUMBER:	<b>301-444-4271</b>
ADDRESS:	One Preserve Parkway Rockville, MD 20852

## C.11 2402 Protecting and Reporting the Loss of Personally Identifiable Information: Responsibilities Concerning Individual Employees - *Alternate I* (DEC 2008)

### 1. Definitions

The following terms are defined for the purposes of this clause:

“Agency” means the Social Security Administration (SSA).

“Employee(s)” means an individual(s) employed, including, for the purposes of this clause, management officials, by either the Contractor or subcontractor that are working under this contract.

“Handling PII” means having access, either currently or in the future, to personally identifiable information (PII), as defined in this clause.

“Lost, compromised, or potentially compromised PII” means that, while the Contractor/employee is in possession of PII, the PII has become physically missing (e.g., it has been stolen) or has been otherwise breached so that persons other than authorized users, and for other than an authorized purpose, have access or *potential* access to the PII, regardless of the form (e.g., electronic or physical) in which it was stored. Indications of lost, compromised, or potentially compromised PII include missing equipment (e.g., laptops and removable storage devices such as USB flash or “thumb” drives, CDs, DVDs, etc.) and/or paper documents potentially containing PII, as well as actions where PII was emailed in violation of the terms contained in Section 2.(d), *Emailing PII*, below.

“Personally Identifiable Information” (PII): SSA follows the definition of PII provided by the Office of Management and Budget in OMB Memorandum OMB M-07-16: “The term ‘personally identifiable information’ refers to any information which can be used to distinguish or trace an individual's identity, such as their name, Social Security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.” Other examples of PII may include, but are not limited to: Social Security benefit data, official State or

government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, and medical information. Within this clause, "PII" shall specifically mean PII as defined above which: (1) SSA has a primary responsibility for and/or interest in protecting; and (2) is made available or becomes accessible to the Contractor and/or any subcontractor, including their respective employees, as a result of performing under this contract (e.g., under the contract, SSA directly furnishes PII to the Contractor/subcontractor, or the Contractor/subcontractor, in order to perform its duties under the contract, collects PII from outside sources, such as in a public survey). Within this definition, specific designations of PII under this contract have been identified in the exhibit attached to this clause (Attachment B).

"Secure Area" or "Secure Duty Station" means, for the purpose of this clause, either of the following, unless SSA expressly states otherwise on a case-by-case basis: (1) an employee's official place of work that is in the Contractor's or subcontractor's established business office in a commercial setting, OR (2) a location within SSA or other Federal- or State-controlled premises. A person's private home, even if it is used regularly as a "home office" (including that of a Contractor or subcontractor management official), shall not be considered a secure area or duty station.

## 2. Employee Responsibility in Safeguarding PII

The Contractor shall establish, maintain, and follow its own policy and procedures to protect PII, including those for reporting lost or compromised, or potentially lost or compromised, PII (see Section 4. (a), below). The Contractor shall inform its employees handling PII of their individual responsibility to safeguard it. In addition, the Contractor shall, within reason, take appropriate and necessary action to: (1) educate employees on the proper procedures designed to protect PII, as described below and as otherwise approved by the Agency; and (2) enforce their compliance with the policy and procedures prescribed as follows:

(a) *General.* Employees shall properly safeguard PII from loss, theft, or inadvertent disclosure. Employees are responsible for safeguarding this information at all times, regardless of whether or not the employee is at his or her regular duty station. Examples of proper safeguarding include, but are not limited to: maintaining the confidentiality of each employee's individual password (by not sharing the password with any other individual or entity and not writing it down); verifying the identity of individuals before disclosing information to them; preventing others in the area from viewing PII on one's computer screen; consistently locking or logging off one's workstation when one is away; and ensuring that PII is appropriately returned or, upon receiving SSA's approval, destroyed when no longer needed.

(b) *Transporting PII Outside a Secure Area/Secure Duty Station.* **Note:** The term "transporting" used here does not include shipping by a common or contract carrier, as defined in FAR 47.001, or by the U.S. Post Office. Terms and conditions regarding shipping of PII will be specified in each specific task order, if applicable.

(1) Employees shall make every reasonable effort to safeguard equipment, files, or documents containing PII when transporting information from a secure area/secure duty station.

Employees must ensure that the laptops and other electronic devices/media being used to transport PII are encrypted and password protected. The Contractor shall make every reasonable effort to ensure that the encryption and password protection are in accordance with any SSA-prescribed standards or policies which shall be communicated separately from this clause. The standards and policies can be found in the **Information Systems Security Handbook located at <http://eis.ba.ssa.gov/ssasso/issb>**. Employees must use reasonable protection measures when transporting PII, e.g., storing files in a locked briefcase, not leaving files and/or equipment in plain view.

(2) Employees transporting PII, including transporting PII duplications, such as electronic copies and photocopies, from their secure duty station or an otherwise secured area to an unsecured area shall obtain prior approval in accordance with the Contractor's established policy. The Contractor shall provide employees with contact information and instructions based on the Contractor's security/PII loss incident policy and procedures. **(NOTE: Agency-prescribed contact information and instructions for reporting lost or possibly lost PII are discussed in Section 3. below.)**

(3) Tracking files.

Unless the PII is being transported for disposal pursuant to the contract, (see (c) below), the Contractor shall, within reason, take appropriate and necessary action to ensure that the file(s) or document(s) being physically transported or transmitted electronically outside the secure area/secure duty station are tracked through a log: they must be logged out prior to transport as well as logged back in upon return. The Contractor can establish any mechanism for tracking as long as the process, at a minimum, provides for the following information to be logged:

- first and last name of the employee taking/returning the material;
- the name of the file or document containing PII that he/she intends to transport from the office;
- all the forms or media in which the PII was transported (e.g., electronic, such as laptop, thumb drive, CD—be as specific as possible; paper, such as paper file folders or printouts);
- the reason he/she intends to transport the file or document containing PII;
- the date he/she transported the file or document containing PII from the secure duty station; and
- the date he/she returned the file or document containing PII to the secure duty station.

Materials must be returned or documented as destroyed within 90 days of removal from the office or have Contractor supervisory approval for being held longer.

The log must be maintained in a secure manner. Upon request by the Agency, the Contractor shall provide the information from the log in a format (e.g., electronic or paper) that can be readily accessed by the Agency.

(c) *Employee Disposal of PII.* The marked statement below applies to this contract:

[ ✓ ] This contract entails employee disposal of PII. Employees shall follow the procedures described in each Task Order when applicable.

[ ] This contract does **not** entail employee disposal of PII. The Contractor shall, within reason, take appropriate and necessary action to ensure that the procedures detailed in (3) above pertaining to the logging of PII that is transported outside a secure area/from their secure duty station are followed.

(d) *Emailing PII.* The Contractor's corporate or organizational email system is deemed not to be secure. Therefore, the Contractor shall put policies and procedures in place to ensure that its employees email PII using only the following procedures in (1)-(2), below:

(1) Sending from an SSA email address. If employees have been given access to the SSA email system, they may use it to send email messages containing PII in the body or in an unencrypted attachment but only to other SSA email addresses (which contain the "name @ssa.gov" format) or to email addresses belonging to an SSA-certified email system. Email directed to any other address(es) may contain PII only if the PII is entirely contained in an encrypted attachment.

(2) Sending from a non-SSA email system. If employees are using the Contractor's own or any other non-SSA email system (e.g., Yahoo!, Gmail), they may send email messages transmitting PII only if the PII is entirely contained in an encrypted attachment; none of the PII may be in the body of the email itself or in an unencrypted attachment. When emailing from such systems, this procedure applies when emailing PII to *any* email address, including but not limited to, an SSA email system address. Unless specifically noted otherwise, the Contractor and its employees are expected to conduct business operations under this contract using the Contractor's own email system, i.e., in accordance with the foregoing rules for transmitting PII.

3. Agency-Prescribed Procedures for Reporting Lost, Compromised, or Potentially Compromised PII.

"Lost, compromised, or potentially compromised PII" is defined in Section 1., above. The reporting requirement established in this section is for reporting all incidents involving PII, with no distinction between suspected and confirmed breaches.

SSA has its own reporting requirements for PII that is lost, compromised, or potentially compromised. The purpose of this section is to ensure that these requirements are met and that incident information is shared appropriately.

(a) *Contractor Responsibility.* In addition to establishing and implementing its own internal procedures referenced in Section 2., above, the Contractor is responsible for taking reasonable actions to implement Agency-prescribed procedures described in (c) below for reporting lost, compromised, or potentially compromised PII. These include educating employees handling

PII about these procedures and otherwise taking appropriate and necessary steps to enforce their compliance in carrying them out.

(b) *Potential Need for Immediate, Direct Reporting by the Employee.* SSA recognizes that Contractor employees will likely make the initial discovery of a PII security breach. When an employee becomes aware or suspects that PII has been lost or compromised, he/she is required to follow the Contractor's established security/PII loss incident reporting process (see Section 4. (a), below). The Contractor's reporting process, along with SSA's (see Section 3. (c) below), shall require the Contractor, and not necessarily the employee, in such circumstances to notify SSA of the incident. However, the Contractor shall inform each employee handling or potentially handling PII that he/she must be prepared to directly notify outside authorities immediately as described in (c)(4) below, if, shortly following the incident or discovery of the incident, he/she finds it evident that neither an appropriate Contractor nor SSA manager/contact can be reached. The Contractor should emphasize to the employee that timeliness in reporting the incident is critical.

(c) *Procedures.*

(1) When an employee becomes aware or suspects that PII has been lost, compromised, or potentially compromised (see 1. Definitions, above), the Contractor, in accordance with its incident reporting process, shall provide immediate notification of the incident to the primary SSA contact. If the primary SSA contact is not readily available, the Contractor shall immediately notify one of two SSA alternates, if names of alternates have been provided. (\*\*See Attachment A for the identity of the designated primary and alternate SSA contacts.\*\*\*) The Contractor shall act to ensure that each employee, prior to commencing work on the contract, has been given information as to who the primary and alternate SSA contacts are and how to contact them. In addition, the Contractor shall act to ensure that each employee promptly receives any updates on such information as they are made available. Whenever the employee removes PII from a secure area/secure duty station, he/she must comply with the Contractor's security policies, including having on hand the current contact information for the primary SSA contact and the two alternates.

(2) The Contractor shall provide the primary SSA contact or the alternate, as applicable, updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.

(3) The Contractor shall provide complete and accurate information about the details of the possible PII loss to assist the SSA contact/alternate, including the following information:

- I. Contact information;
- II. A description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
- III. A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
- IV. An identification of SSA components (organizational divisions or subdivisions) contacted, involved, or affected;
- V. Whether the Contractor or its employee has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);

- VI. Whether the Contractor or its employee has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
- VII. Any other pertinent information

The Contractor shall use the worksheet (or a copy thereof) following this clause to quickly gather and organize information about the incident.

(4) There may be rare instances outside of business hours when the Contractor is unable to reach either the primary SSA contact or any of the alternates immediately. In such a situation, the Contractor shall immediately call SSA's Network Customer Service Center (NCSC) at 410-965-7777 or toll free at 1-888-772-6111 to file the initial report directly, providing the information in (c)(3) above and completing the attached worksheet to the best of its ability. Overall, during this time, the Contractor shall cooperate as necessary with the NCSC or any of the other external organizations described in (c)(3) above.

The Contractor shall document the call with the CAPRS (Change, Asset, and Problem Reporting System) number which the NCSC will assign. The Contractor shall provide the CAPRS number to the primary SSA manager, or, if unavailable, one of the alternates to this manager as described above.

If an employee initially detects the loss, compromise, or potential compromise of PII and finds it evident that neither an appropriate Contractor nor SSA manager/contact can be promptly reached, the employee shall undertake the foregoing actions prescribed to the Contractor in this part (i.e., immediately call the NCSC, document the CAPRS number assigned to the call, etc.). (Reference Section 3.(b) above.)

(5) The Contractor and its employee(s) shall limit disclosure of the information and details about an incident to only those with a need to know. The security/PII loss incident reporting process will ensure that SSA's reporting requirements are met and that security/PII loss incident information is only shared as appropriate.

#### 4. Additional Contractor Responsibilities When There Is a Loss of PII.

(a) The Contractor shall have a formal security/PII incident reporting process in place that outlines appropriate roles and responsibilities, as well as the steps that must be taken, in the event of a security/PII loss incident. The plan shall designate who within the Contractor's organization has responsibility for reporting the loss, compromise, or potential compromise of PII to SSA.

(b) In the event of a security/PII loss incident, the Contractor shall take immediate steps to address consequential security issues that have been identified, including steps to minimize further security risks to those individuals whose personal information was lost, compromised, or potentially compromised.

(c) The Contractor shall confer with SSA personnel in reviewing the actions the Contractor has taken and plans to take in dealing with the incident.



(d) The Contractor shall bear the responsibility and any cost for any data breach and/or remediation actions that might arise from the security/PII loss incident. If SSA determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the Contractor shall carry out these remedies without cost to SSA.

5. Applicability of this Clause to Subcontractors/Subcontractor Employees

(a) The Contractor shall include this clause in all resulting subcontracts whenever there is any indication that the subcontractor and their employees, or successor subcontractor(s) and their employees, will or might have access to PII.

(b) The Contractor shall, within reason, take appropriate and necessary action to assure SSA that its subcontractor(s) and their employees, or any successor subcontractor(s) and their employees, with access to PII know the rules of conduct in protecting and reporting the loss or suspected loss of PII as prescribed in this clause, such as those regarding the emailing of PII as stated in Section 2.(d) above.

(c) *Notification of Subcontractor Handling of PII.* If the Contractor engages a subcontractor under this contract whose employee(s) will actually or potentially be given or have access to PII, the Contractor shall do the following: (1) Notify in advance both the SSA COTR and the Contracting Officer of this arrangement, providing the subcontractor name(s) and address(es) and, upon request, a description of the nature of the PII to which the employee(s) will actually or potentially be given/have access (e.g., phone numbers, Social Security numbers); and

(2) Provide the SSA Contracting Officer's Technical Representative (COTR) the names of the subcontractor employee(s) who will actually or potentially be assigned and/or have access to the PII. The Contractor may satisfy this requirement when submitting the name(s) of the subcontractor employee(s) to the SSA COTR for the requisite security background check described in Section 6., below.

6. Contractor/Subcontractor Background Checks – Security & Suitability Requirements Clause

For each Contractor and subcontractor employee handling PII, the Contractor shall fulfill the requirements of the Security & Suitability Requirements Clause, found elsewhere in this contract, to ensure that any such individual has the appropriate background checks.

**C.12 AS 3201 INVOICE SUBMISSION AND PAYMENT RELATED INFORMATION  
(DEC 2011)**

The invoice shall include all elements of a proper invoice as defined in the invoice or payment clause used in this award and any other information required below or in any other contract clause. To assist the Government in making timely payments, include the contractor's Taxpayers Identification Number, Data Universal Numbering System number, contract, and the Order Number, if any, on each invoice.

Facsimile (Fax) communication is the preferred method of submission for invoices and public vouchers, because the invoice will be received directly into the SSA payment system. If the invoice cannot be faxed, submit it electronically via email, by regular mail, or by hand carrying it to the Office of Finance at the address below.

If submitting by fax, use any one of the following fax numbers:

410 965-8209  
410 965-8251  
410 965-8200  
410 965-8216  
410 966-5425  
410 966-9940  
410 965-3734  
410 965-7533

If submitting electronically:

Submit the invoice either as an attachment to an email message, or within the message itself, to: OTAPS.DAPS.Invoices@ssa.gov.

If sent by mail, submit an original and three (3) copies of the invoice to:

Social Security Administration  
Office of Finance  
Post Office Box 47  
Baltimore, Maryland 21235-0047

If hand carried, deliver to:

Social Security Administration  
Office of Finance  
Customer Service Help Desk  
2-B-4 East Low Rise Building  
6401 Security Boulevard  
Baltimore, Maryland 21235-0047

The telephone number of the finance customer service help desk is (410) 965-0607.

The Government will make payment to the Contractor using the Electronic Funds Transfer (EFT) information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database. The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the Office of Finance.

Remittance information associated with EFT payments is available via the Internet Payment Platform (IPP) on the Department of Treasury's Internet site at <http://www.ipp.gov>.

The Contractor may also direct payment inquiries to SSA's Office of Finance by:

\* Using its Financial Interactive Voice Response System (FIVR). FIVR is an automated self-service telephone system available 24 hours a day that allows direct electronic access to administrative payment information using the telephone keypad. The contractor can access FIVR by calling (410) 965-0607. The services available through FIVR are available through a Telecommunications Device for the Deaf (TDD) Line at 410-597-1395. Customer Service Representatives will be available to answer vendor payment inquiries Monday - Friday, between 8 a.m. and 4:30 p.m., Eastern Time.

\* By sending an email to [payment.inquiries@ssa.gov](mailto:payment.inquiries@ssa.gov), or visiting the internet site at <http://www.socialsecurity.gov/vendor/contact.htm>. The contractor can also access the IPP system through a link on this site.

**Note:** Other appropriate and necessary clauses may be added to govern the performance of specific task orders over the life of this BPA.

### **C.13 Travel Regulations**

Travel costs will be defined when BPA Calls are issued and will be reimbursed at actual costs in accordance with applicable Federal travel regulations.

### **C.14 0402 Federal Information Security Management Act (FISMA) and Agency Privacy Management (OCT 2008)**

#### **1. Definitions**

The following terms are defined for the purposes of this clause:

"Agency" means the Social Security Administration (SSA).

"OAG" means the Office of Acquisition and Grants at SSA.

## 2. Agency Responsibility related to FISMA Training Requirements

The Federal Information Security Management Act of 2002 (FISMA) (Title III, Pub. L. No. 107-347) and the Office of Management and Budget (OMB) policy (through Circular A-130, Appendix III) require that all Agency employees, as well as contractor and subcontractor employees working under Agency service contracts, receive periodic training in computer security awareness and accepted computer security practice of all employees, including contractors. This includes training for contractor personnel who do not have access to electronic information systems. The training level is tailored to the risk and magnitude of harm related to the required activities.

SSA's Security Awareness bulletin adequately covers the required IT security and privacy awareness training for this contract. The bulletin is located on OAG's internet site (see information in Paragraph 3 below). This training does not preclude any additional training specified elsewhere in this contract.

## 3. Contractor Responsibilities related to FISMA Training Requirements

- a. Following contract award, the contractor shall ensure that all contractor employees performing under this contract have signed the security bulletin entitled "SSA Security Awareness: Contractor Personnel Security Confirmation." This requirement also applies to contractor employees added to the contract after contract performance has commenced. A copy of this form is located on OAG's Internet website.
- b. The contractor must receive signed copies of the bulletin from each employee working under the contract within 45 days following contract award, or within 45 days after a contractor employee begins working under the contract.
- c. The contractor shall send an email to [security.awareness.training@ssa.gov](mailto:security.awareness.training@ssa.gov), with a copy to the contracting officer, within 60 days following contract award and anytime a new contractor employee is added to perform work under the contract. The contractor will include in the email the number of employees who have signed the security awareness bulletin.
- d. The contractor shall retain copies of these signed bulletins for potential future SSA audits for a period of three years after final payment (per FAR 4.703).
- e. For each successive year the contract is in operation, the contractor shall repeat the processes described in items 3. a. - d., above, on an annual basis. The contractor must submit the information in 3.c, above, within 60 days of: (i) the date the option was renewed, or (ii) the anniversary of the contract award date.

## 4. Applicability of this Clause to contractor/subcontractor employees

The contractor is required to include a clause substantially the same as this in all subcontracts awarded for technical or support services under the prime contract. This clause shall require the subcontractors to report the information listed in Paragraph 3 of this clause to the contractor and the

contractor will be responsible for reporting all applicable numbers to SSA. The subcontractor shall be responsible for maintaining its signed forms as detailed in Paragraph 3.d.

### **C.15 Organizational Conflict of Interest**

- (1) Purpose: The primary purpose of this clause is to aid in ensuring that the Contractor: (A) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract; and (B) is not biased because of its current or planned interest (financial, contractual, organizational, or otherwise) which relates to the work under this contract.
- (2) Scope: The term “Contractor” means any person, firm, unincorporated association, joint venture, partnership, corporation, wholly owned or controlled subsidiaries or affiliate thereof, any tier subcontractor, or their successors in interest in the activities covered by this as a prime contractor, subcontractor, consultant or in any similar capacity.
- (3) Subcontracts: The Contractor shall include this, including this paragraph, in subcontracts of any tier which involve the performance of work under this contract as specified in paragraph (4) below, or which involve access to information, also covered in paragraph (4) below. The use of this in such subcontracts shall be read by substituting the word “Subcontractor” for the word “contractor” wherever the word “contractor” appears.
- (4) Application of Exclusion: Since the Contractor may perform analytical, evaluation and research work under this contract, including (but not limited to) analytical studies, requirements definition, design alternatives recommendations, and market research evaluation/recommendations the Contractor shall be ineligible to participate (either as a prime or subcontractor) in any resultant acquisition or contractual effort based upon this work which requires (but which is not limited to) the acquisition of equipment; proprietary software products and/or tools; or the development, test and/or implementation of customized software for the term of this contract including any and all optional extensions thereof. The Contractor shall provide appropriate documentation, if requested by the Contracting Officer, in the event of a dispute and the Contracting Officer's decision shall be final. Additionally, the Contracting Officer reserves the right to determine whether a particular acquisition or contractual effort is or is not subject to this exclusion.
- (5) Access to and Use of Information:
  - (A) If the Contractor, in the performance of this contract or by any other means, obtains access to information, such as SSA's plans, policies, reports, studies, financial plans, or data, which has not been released to the public, the Contractor agrees not to:
    - (i) use such information for any private purposes, unless the information has been released to the public;

- (ii) compete for work at SSA not already covered by the exclusion in paragraph (4) above based on such information for a period of six (6) months after completion release of such information to the public, whichever is first;
  - (iii) submit an unsolicited proposal to the Government which is based on such information until one (1) year after release of such information to the public; or
  - (iv) release such information without prior written approval by the Contracting Officer.
- (B) In addition, the Contractor agrees that to the extent it receives, or is given access to, any proprietary data or other confidential technical, business, or financial information under this contract, it shall treat such information in accordance with any restriction imposed on such information.
- (C) The Contractor shall have, subject to the Rights in Data and security provisions/ clauses of this contract, the right to use the technical data it first produces under this contract for its private purposes, provided that as of the date of such use, all data requirements of this contract have been met.
- (6) Remedies: For breach of the above restrictions, or for failure to disclose or misrepresentation of any relevant interest required to be disclosed concerning this contract, the Government may, at no cost, terminate this contract, disqualify the Contractor for subsequent related contractual efforts, and pursue other remedies as may be permitted by law or this contract.
- (7) Waiver: Any request for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the waiver request and the reasons in support thereof. If it is determined to be in the best interest of the Government, the Contracting Officer may grant such waiver in writing.

## Worksheet for Reporting the Loss, Compromise, or Potential Compromise of Personally Identifiable Information

Contractor and Subcontractor Employees: See last page of this attachment for instructions on completing this worksheet.

- 1. My primary SSA contact for reporting the loss, compromise, or potential compromise of PII is:** [Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the primary SSA contact. This should be the COTR]

**The alternates to this primary contact are as follows:**

**First Alternate:** [Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the First Alternate SSA contact. This should be the Alternate COTR.]

**Second Alternate:** [Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the Second Alternate SSA contact.]

- 2. Information about the individual making the report to SSA's Network Customer Service Center (NCSC):**

Name:					
Position:					
Deputy Commissioner Level Organization:	[ <u>Contracting Officer:</u> fill in]				
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					
Check one of the following:					
Management Official		Security Officer		Non-Management	

*Additional Information (to be provided when a contractor or subcontractor employee is reporting directly to the NCSC):*

\*Contractor/Subcontractor (circle as appropriate):

\*\*SSA Contract Number (if known):

- 3. Information about the data that was lost/stolen:**

Describe what was lost or stolen (e.g., case file, MBR (Master Beneficiary Record) data):

Which element(s) of PII did the data contain?

Name		Bank Account Info	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Info	
Place of Birth		Mother's Maiden Name	
Address		Other (describe):	



Estimated volume of records involved:

**4. How was the data physically stored, packaged and/or contained?**

Paper or Electronic? (circle one):

If Electronic, what type of device?

Laptop	Tablet	Backup Tape	Blackberry
Workstation	Server	CD/DVD	Blackberry Phone #
Hard Drive	Floppy Disk	USB Drive	
Other (describe):			

Additional Questions if Electronic:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop or tablet, was a VPN SmartCard lost?			
Cardholder's Name:			
Cardholder's SSA logon PIN:			
Hardware Make/Model:			
Hardware Serial Number:			

Additional Questions if Paper:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted?			
e. Other circumstances:			

**5. If the employee/Contractor/subcontractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), information about this employee/Contractor/subcontractor:**

Name:			
Position:			
Deputy Commissioner Level Organization:	[Contracting Officer: fill in]		
Phone Numbers:			
Work:		Cell:	Home/Other:
E-mail Address:			

*Additional Information (to be provided when person who was in possession of the data or assigned to the data is a Contractor/subcontractor employee):*

\*Contractor/Subcontractor (circle as appropriate):

\*\*SSA Contract Number (if known):

**6. Circumstances of the loss:**

- a. When was it lost/stolen?
- b. Brief description of how the loss/theft occurred:
- c. When was it reported to SSA management official (date and time)?

**7. Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)**

**8. Which reports have been filed? (include FPS, local police, and SSA reports)**

<b>Report Filed</b>	<u>Yes</u>	<u>No</u>	<u>Report Number</u>
Federal Protective Service			
Local Police			
	<b>Yes</b>	<b>No</b>	
SSA-3114 (Incident Alert) -- Not Applicable for Contractors or Subcontractors			
SSA-342 (Report of Survey) -- Not Applicable for Contractors or Subcontractors			
Other (describe)			

**INSTRUCTIONS (to the Contractor/Subcontractor Employee): Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information**

1. If you are reporting the incident to the primary SSA contact, only complete Items 3 through 6. *Special notes regarding Item 5:*
  - For “Position,” write “Contractor Employee” or “Subcontractor Employee,” as applicable, followed by a hyphen and your job title under the contract.
  - With respect to Deputy Commissioner Level Organization, this should be the SSA Contracting Officer’s Technical Representative (COTR)’s Deputy Commissioner Office and should already be provided on the form. If it is not (and you do not know this), have your primary or alternate contact, as applicable, complete the information.
  - Be sure to provide the additional information regarding your company/organization’s name and, if known, the Agency-assigned contract number.
2. If you are reporting the incident directly to the NCSC, complete all items to the extent possible (note: Item 4 will be “not applicable”). *Special notes regarding Item 2:*
  - For “Position,” write “Contractor Employee” or “Subcontractor Employee,” as applicable, followed by a hyphen and your job title under the contract.
  - With respect to Deputy Commissioner Level Organization, this should be the SSA COTR’s Deputy Commissioner Office and should already be provided on the form. If it is not and you do not know this information, try to identify the name of the main program office which the contract is servicing (e.g., Office of Telecommunications and Systems Operations).
  - Be sure to provide the additional information regarding your company/organization’s name and, if known, the Agency-assigned contract number.